



HAWKEYE STUDIO

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TERMS & CONDITIONS

The "Hirer" is the customer who is hiring the Equipment or studio from Colin Hawkins

"Equipment" means the hired items & the studio facilities, including any fittings, furniture or props belonging to Colin Hawkins at Hawkeye Studio.

"Hire Period" is the period for which the equipment or studio is hired. Each day is calculated on an 8 hour period from the time at which the Studio or Equipment is hired. Part of a day will be considered to be a full day for the purpose of calculating the Equipment hire charge.

IT IS THE RESPONSIBILITY OF THE HIRER TO UNDERSTAND THE EXTENT AND LIMITATIONS IN THE TERMS & CONDITIONS BEFORE TAKING POSSESSION OF THE HIRED EQUIPMENT & HIRING THE STUDIO.

THE HIRER SHOULD ENSURE THAT THEY HAVE ADEQUATE INSURANCE & PUBLIC LIABILITY INSURANCE TO COVER ANY LOSS DAMAGE OR ACCIDENT.

Our charges do not include a specific fee for the Damage/Loss cover, you are liable for all replacement cost and against all forms of loss or damage. You will pay to Colin Hawkins on demand all money you receive from an insurance company or any other source in settlement of any claim relating to the loss, theft or damage of the Equipment or studio. You must not compromise any claim without our express consent in writing.

Our equipment is serviced regularly and every effort is made, therefore, to ensure that the Equipment & studio is supplied in working order. Colin Hawkins cannot be held liable, however, for failure to Equipment or for consequential or sub-consequential loss there from.

IT IS STRONGLY RECOMMENDED THAT THE HIRER TESTS THAT THE EQUIPMENT FUNCTIONS PROPERLY FOR ITS INTENDED USE PRIOR TO COMMENCING AN IMPORTANT ASSIGNMENT .

Any breakdown or unsatisfactory working of Equipment must be immediately notified. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by Colin Hawkins. The Equipment and any furniture or props must not be taken from the premises. You must notify Colin Hawkins immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

If the Equipment is defective, you must notify us immediately and if the defect has not been caused by anything you have done or failed to do we will (at our option):

1. Replace it as soon as reasonably possible, or
2. Not charge you for the hire charges of the defective Equipment.

It is your responsibility to make sure that all the people who use the Equipment are properly instructed in its safe and correct use & that you have requested & received adequate instruction on its safe and correct use. You must ensure that the Equipment is not misused, and that supervision is adequate at all times.

It is your responsibility to ensure that the Equipment is suitable for the purpose for which you intend to use it for and that you will give us sufficient information to ensure that the Equipment supplied is suitable for that use.

It is your responsibility for the Equipment & it begins when you receive the Equipment or enter the studio during the hire period. Your responsibilities include safe keeping of the Equipment and protection against the elements of theft, vandalism or improper use. You are responsible for the return of the Equipment . You must not sell or otherwise part control of the equipment. The Hire Equipment remains the property of Colin Hawkins at all times and must not be pledged, loaned, deposited or sold to a third party.

You will indemnify Colin Hawkins against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to our loss of property whatsoever arising out of the use or non-use of the Equipment or any parts of it.

Equipment lost, stolen or damaged while in the Hirer's possession will be the entire responsibility of the Hirer.

Any items not returned from hire, such as cables, sync leads, props etc. will automatically be charged to the Hirer's invoice at the full current replacement cost.

You will not remove, deface or cover up our name plate or mark on the Equipment indicating that it is our property or damage or deface the studio premises fittings, furniture or props in any way.

All goods are advertised subject to availability. Colin Hawkins reserves the right to change both the prices and the Equipment available for hire without prior notice.

Spare modelling lamps will be replaced but the hirer is liable for any damage arising from breakage of flash tubes and/or bulbs, valves, transistors, capacitors or integrated circuits.

Colin Hawkins cannot be held liable for any disruptions to your shoot caused by a third party, nor can we be liable for any loss or damage to any personal equipment or items whilst hiring the studio.

Colin Hawkins will not be liable for any indirect loss, loss of business profits, savings you expect to make, wasted money, wages, fees or expenses due to unsuitability, breakdown or stoppage of the Equipment or any part of it.

Colin Hawkins will not be liable for any delays caused by any circumstances beyond our control.

Acceptance of the Equipment by the Hirer signifies the total acceptance of these terms and conditions for hire and excludes any terms and conditions you may have put forward except where we have agreed to any amendments or other conditions in writing.